

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Vincent Wendowski <div style="text-align: right;">Debtor(s)</div> PENNYMAC LOAN SERVICES, LLC <div style="text-align: right;">Movant</div> vs. Vincent Wendowski <div style="text-align: right;">Debtor(s)</div> William C. Miller Esq. <div style="text-align: right;">Trustee</div>		CHAPTER 13 NO. 20-11964 MDC 11 U.S.C. Section 362
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**MOTION OF PENNYMAC LOAN SERVICES, LLC
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is PENNYMAC LOAN SERVICES, LLC.
2. Debtor(s) is/are the owner(s) of the premises 1030 Chestnut Street, Trainer, PA 19061, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$73,641.00 on the mortgaged premises that was executed on June 15, 2017. Said mortgage was recorded on July 10, 2017 at Book 06025, Page 2370. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on July 24, 2019, at Book 6360, Page 0589 in Delaware County.
4. William C. Miller Esq., is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$871.19 for the months of October 2020 through December 2020. The debtor's suspense balance is \$115.24.
7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has incurred legal fees and

costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$2,498.33 (plus attorney's fees & costs).

9. Movant is entitled to relief from stay for cause.

10. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Rebecca A. Solarz, Esquire
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